

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:)	Case No.06-25454 (MBM)
LE-NATURE'S, INC., <u>et al.</u>)	Chapter 11
Debtors.)	Jointly Administered
)	
)	

**FIFTH AMENDED VERIFIED STATEMENT OF BROWN RUDNICK
BERLACK ISRAELS LLP AND MANION MCDONOUGH &
LUCAS, P.C. PURSUANT TO FED. R. BANKR. P. 2019(a)**

Brown Rudnick Berlack Israels LLP ("Brown Rudnick") and Manion McDonough & Lucas, P.C. (together with Brown Rudnick, "Counsel") hereby submit this fifth amended verified statement (the "Verified Statement") pursuant to Fed. R. Bankr. P. 2019(a), and respectfully state as follows:

1. Brown Rudnick is a law firm that maintains offices at, among other locations, Seven Times Square, New York, New York 10036.
2. Manion McDonough & Lucas, P.C. is a law firm that maintains offices at Suite 1414, 600 Grant Street, Pittsburgh, Pennsylvania 15219.
3. Counsel appears in these above-captioned jointly administered cases (the "Chapter 11 Cases") on behalf of an *ad hoc* committee (the "Ad Hoc Lenders' Committee") of secured lenders to Le-Nature's, Inc. ("Le-Nature's"), whose members consist of the entities whose names and addresses are set forth on Exhibit A attached hereto.
4. As of the date hereof, the members of the *Ad Hoc Lenders' Committee* hold or manage funds or accounts that hold, in the aggregate, \$171,939,850 of the outstanding

indebtedness under that certain *Amended and Restated Credit Agreement* dated as of September 1, 2006 among Le-Nature's, Wachovia Bank, N.A. and certain other parties (the "Bank Debt"), representing approximately 62% of the outstanding principal amount of the Bank Debt. The amount of Bank Debt held by each member of the *Ad Hoc Lenders Committee*, the dates on which an agreement to acquire such Bank Debt was entered, the price paid therefor, and any sales or other disposition thereof are identified on Exhibit A.

5. In addition, as of the date hereof, the members of the *Ad Hoc Lenders' Committee* own or manage funds or accounts that own, in the aggregate, \$70,000,000 of the 9% Senior Subordinated Notes due 2013 issued by Le-Nature's (the "Notes"), representing approximately 47% of the outstanding principal amount of the Notes. The amount of Notes held by each member of the *Ad Hoc Lenders' Committee*, the dates on which an agreement to acquire such Notes was entered, the price paid therefor, and any sales or other disposition thereof are identified on Exhibit A.

6. Counsel was approached on or around November 10, 2006 by the members of the *Ad Hoc Lenders' Committee* to represent them solely in connection with their Bank Debt holdings. Counsel holds no claims against or interests in the above-captioned Debtors.

7. Counsel is empowered to act on behalf of the members of the *Ad Hoc Lenders' Committee* by the executed engagement letters attached hereto as Exhibit B.

8. On November 20, 2006, Counsel filed the Verified Statement of Brown Rudnick Berlack Israels LLP and Manion McDonough & Lucas, P.C. Pursuant To Fed. R. Bankr. P. 2019(a).

9. On or about December 14, 2006, Counsel filed the First Amended Verified Statement of Brown Rudnick Berlack Israels LLP and Manion McDonough & Lucas, P.C. Pursuant To Fed. R. Bankr. P. 2019(a).

10. On or about February 21, 2007, Counsel filed the Second Amended Verified Statement of Brown Rudnick Berlack Israels LLP and Manion McDonough & Lucas, P.C. Pursuant To Fed. R. Bankr. P. 2019(a).

11. On or about April 25, 2007, Counsel filed the Third Amended Verified Statement of Brown Rudnick Berlack Israels LLP and Manion McDonough & Lucas, P.C. Pursuant To Fed. R. Bankr. P. 2019(a).

12. On or about May 29, 2007, Counsel filed the Fourth Amended Verified Statement of Brown Rudnick Berlack Israels LLP and Manion McDonough & Lucas, P.C. Pursuant To Fed. R. Bankr. P. 2019(a).

13. Counsel will be compensated by the members of the *Ad Hoc* Lenders' Committee listed on Exhibit A. However, *Ad Hoc* Lenders' Committee may request that Counsel's fees and disbursements be paid by the Debtors' estates pursuant to applicable provisions of the Bankruptcy Code.

14. The undersigned hereby verifies that this Verified Statement is true and accurate, to the best of the undersigned's knowledge and belief.

15. Counsel reserves the right to revise and supplement this Verified Statement.

Dated: Pittsburgh, Pennsylvania
June 20, 2007

MANION McDONOUGH & LUCAS, P.C.

/s/ James G. McLean
James G. McLean
600 Grant Street, Suite 1414
Pittsburgh, PA 15219
Telephone: (412) 232-0200
Facsimile: (412) 232-0206

-and-

BROWN RUDNICK BERLACK ISRAELS LLP
Edward S. Weisfelner (admitted *pro hac vice*)
Robert J. Stark (admitted *pro hac vice*)
Andrew Dash (admitted *pro hac vice*)
Seven Times Square
New York, NY 10036
Telephone: (212) 209-4800
Facsimile: (212) 209-4801

Co-Counsel for the *Ad Hoc* Lenders' Committee

#8162392

EXHIBIT A

COMMITTEE MEMBER
NAME AND ADDRESS

CLAIM INFORMATION

AURELIUS CAPITAL MANAGEMENT, LP		CLAIM INFORMATION			
Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)	
BANK	11/2/2006	BUY	3,000,000	0.2800	
	11/2/2006	BUY	2,000,000	0.3000	
	11/2/2006	BUY	3,000,000	0.4000	
	11/2/2006	BUY	1,000,000	0.4800	
	11/3/2006	BUY	2,000,000	0.3400	
	11/3/2006	BUY	2,000,000	0.3950	
	11/3/2006	BUY	2,000,000	0.4000	
	11/3/2006	BUY	4,000,000	0.4200	
	11/6/2006	BUY	2,000,000	0.4500	
	11/7/2006	BUY	2,000,000	0.4900	
	11/7/2006	BUY	4,500,000	0.4925	
	11/7/2006	BUY	2,000,000	0.5000	
	11/13/2006	SELL	5,000,000	0.4500	
BANK	11/13/2006	SELL	5,000,000	0.4450	
	11/14/2006	SELL	3,000,000	0.4650	
	1/26/2007	BUY	2,000,000	0.5325	
	1/26/2007	BUY	2,000,000	0.5350	
TOTAL BANK			20,500,000		
BLACKROCK ADVISORS		CLAIM INFORMATION			
BANK	9/12/2006	BUY	1,250,000	1.0000	
	11/1/2006	SELL	250,000	0.6800	
	9/12/2006	BUY	1,250,000	1.0000	
	11/1/2006	SELL	250,000	0.6800	
	9/12/2006	BUY	1,500,000	1.0000	
	11/1/2006	SELL	300,000	0.6800	

COMMITTEE MEMBER NAME AND ADDRESS	CLAIM INFORMATION

BLACKROCK ADVISORS (CONTINUED)		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
BANK	9/12/2006	BUY	1,500,000		1,0000	
BANK	11/1/2006	SELL	400,000		0.6800	
BANK	9/12/2006	BUY	1,500,000		1,0000	
BANK	11/1/2006	SELL	325,000		0.6800	
BANK	9/12/2006	BUY	1,500,000		1,0000	
BANK	11/1/2006	SELL	400,000		0.6800	
BANK	2/6/2007	SELL	1,100,000		0.6000	
BANK	9/12/2006	BUY	1,500,000		1,0000	
BANK	11/1/2006	SELL	400,000		0.6800	
BANK	1/16/2007	SELL	1,100,000		0.4700	
BANK	9/12/2006	BUY	1,250,000		1,0000	
BANK	11/1/2006	SELL	275,000		0.6800	
BANK	9/12/2006	BUY	1,250,000		1,0000	
BANK	11/1/2006	SELL	200,000		0.6800	
BANK	9/12/2006	BUY	500,000		1,0000	
BANK	11/1/2006	SELL	200,000		0.6800	
TOTAL BANK					7,800,000	
BOND STREET CAPITAL, LLC		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
700 Palisade Avenue Englewood Cliffs, NJ 07632	BANK	11/1/2006	BUY	3,000,000	0.6700	
	BANK	11/1/2006	BUY	2,000,000	0.6500	
	BANK	11/1/2006	BUY	5,000,000	0.6800	
	BANK	11/2/2006	BUY	5,000,000	0.3025	
	BANK	11/2/2006	BUY	2,500,000	0.4200	
	TOTAL BANK				17,500,000	
DEUTSCHE BANK SECURITIES, INC.		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
60 Wall Street New York, NY 10005	BANK	11/1/2006	BUY	2,000,000	0.3800	
	BANK	11/1/2006	BUY	1,000,000	0.3050	
	BANK	11/1/2006	BUY	1,000,000	0.3100	
	BANK	11/1/2006	BUY	2,000,000	0.4500	

COMMITTEE MEMBER NAME AND ADDRESS		CLAIM INFORMATION				
DEUTSCHE BANK SECURITIES, INC. (CONTINUED)		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
BANK	11/1/2006	BUY	3,000,000		0.3100	
BANK	11/1/2006	SELL	500,000		0.3500	
BANK	11/1/2006	SELL	2,000,000		0.3400	
BANK	11/1/2006	SELL	2,000,000		0.3500	
BANK	11/1/2006	SELL	1,000,000		0.3300	
BANK	11/2/2006	BUY	2,000,000		0.5200	
BANK	11/2/2006	BUY	5,000,000		0.2300	
BANK	11/2/2006	BUY	2,000,000		0.3800	
BANK	11/2/2006	BUY	5,000,000		0.2900	
BANK	11/2/2006	BUY	2,000,000		0.5000	
BANK	11/2/2006	BUY	2,000,000		0.5100	
BANK	11/2/2006	SELL	2,500,000		0.4200	
BANK	11/2/2006	SELL	500,000		0.2400	
BANK	11/2/2006	SELL	2,000,000		0.5300	
BANK	11/2/2006	SELL	2,000,000		0.2500	
BANK	11/2/2006	SELL	1,000,000		0.5300	
BANK	11/2/2006	SELL	2,000,000		0.4500	
BANK	11/6/2006	SELL	6,500,000		0.4300	
BANK	11/7/2006	BUY	2,000,000		0.4800	
BANK	11/7/2006	BUY	1,000,000		0.4900	
BANK	11/7/2006	SELL	4,500,000		0.4925	
BANK	11/7/2006	SELL	2,000,000		0.4900	
BANK	11/13/2006	BUY	5,000,000		0.4450	
BANK	11/13/2006	SELL	5,000,000		0.4500	
BANK	11/16/2006	SELL	1,500,000		0.4300	
BANK	11/30/2006	BUY	2,000,000		0.4300	
BANK	12/14/2006	SELL	1,000,000		0.4000	
TOTAL BANK					1,000,000	

COMMITTEE MEMBER NAME AND ADDRESS	CLAIM INFORMATION
HARBINGER CAPITAL PARTNERS 555 Madison Avenue, 16th Floor New York, NY 10022	

	Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
BANK	BUY	11/01/06	BUY	12,500,000	0.7500
BANK	BUY	11/01/06	BUY	5,000,000	0.7000
BANK	BUY	11/01/06	BUY	6,000,000	0.7000
BANK	BUY	11/01/06	BUY	2,000,000	0.6900
BANK	BUY	11/01/06	BUY	1,000,000	0.7000
BANK	BUY	11/01/06	BUY	2,000,000	0.6800
BANK	BUY	11/01/06	BUY	2,000,000	0.7000
BANK	BUY	11/01/06	BUY	2,000,000	0.6950
BANK	BUY	11/01/06	BUY	2,000,000	0.7000
BANK	BUY	11/01/06	BUY	2,000,000	0.7000
BANK	BUY	11/01/06	BUY	5,000,000	0.3000
BANK	BUY	11/02/06	BUY	3,000,000	0.2400
BANK	BUY	11/02/06	BUY	2,000,000	0.2700
BANK	BUY	11/02/06	BUY	2,000,000	0.2800
BANK	BUY	11/02/06	BUY	7,000,000	0.3000
BANK	BUY	11/02/06	BUY	2,000,000	0.3100
BANK	BUY	11/02/06	BUY	2,000,000	0.3200
BANK	BUY	11/03/06	BUY	2,000,000	0.3600
BANK	BUY	11/03/06	BUY	2,000,000	0.3800
BANK	BUY	11/03/06	BUY	1,000,000	0.4100
BANK	BUY	11/03/06	BUY	5,000,000	0.4350

COMMITTEE MEMBER NAME AND ADDRESS		CITATION INFORMATION				
HARBINGER CAPITAL PARTNERS (CONTINUED)		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
BANK	11/03/06	BUY			3,000,000	0.4300
BANK	11/03/06	BUY			1,000,000	0.3800
BANK	11/06/06	BUY			3,000,000	0.4350
BANK	11/06/06	BUY			6,500,000	0.4300
BANK	11/08/06	BUY			3,000,000	0.4300
BANK	11/13/06	BUY			2,000,000	0.4600
BANK	11/13/06	BUY			5,000,000	0.4500
BANK	11/13/06	BUY			650,000	0.4100
TOTAL BANK					93,000,000	
NOTES	11/1/06	BUY			15,975,000	0.7500
NOTES	11/1/06	BUY			11,120,000	0.7000
NOTES	11/1/06	BUY			15,000,000	0.6500
NOTES	11/1/06	BUY			12,870,000	0.4100
NOTES	11/1/06	BUY			1,000,000	0.3000
NOTES	11/1/06	BUY			2,000,000	0.3100
NOTES	11/1/06	BUY			9,590,000	0.2890
NOTES	11/1/06	BUY			2,000,000	0.2400
NOTES	11/1/06	BUY			1,000,000	0.2200
NOTES	11/3/06	BUY			2,000,000	0.0900
NOTES	11/3/06	BUY			2,000,000	0.0900
NOTES	11/3/06	BUY			2,000,000	0.0950
NOTES	11/21/06	SELL			6,555,000	0.129375
TOTAL NOTES					70,000,000	

COMMITTEE MEMBER NAME AND ADDRESS		CLAIM INFORMATION				
LATIGO PARTNERS, L.P. 590 Madison Avenue, 9th Floor New York, NY 10022						
		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
LATIGO PARTNERS, L.P. 590 Madison Avenue, 9th Floor New York, NY 10022	BANK	11/10/2006	BUY	2,275,000	0.4400	
	BANK	1/10/2007	BUY	3,250,000	0.4525	
	BANK	11/10/2006	BUY	2,000,000	0.4400	
	BANK	11/10/2006	BUY	1,984,850	0.4400	
	BANK	1/10/2007	BUY	1,980,000	0.4525	
	BANK	11/2/2006	BUY	2,000,000	0.3300	
	BANK	11/6/2006	BUY	2,000,000	0.4700	
	BANK	1/9/2007	BUY	2,000,000	0.4375	
	BANK	2/13/2007	BUY	2,000,000	0.6000	
	BANK	3/14/2007	BUY	2,000,000	0.66375	
TOTAL BANK					21,489,850	
ORE HILL PARTNERS LLC 650 Fifth Avenue, 9th Floor New York, NY 10019		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
ORE HILL PARTNERS LLC 650 Fifth Avenue, 9th Floor New York, NY 10019	BANK	11/1/2006	BUY	1,500,000	0.3600	
	BANK	1/1/2006	SELL	2,000,000	0.5400	
	BANK	11/2/2006	BUY	2,000,000	0.5450	
	BANK	11/6/2006	BUY	2,000,000	0.4700	
	BANK	11/1/2006	BUY	2,000,000	0.3500	
	BANK	11/2/2006	BUY	2,000,000	0.3300	
	BANK	11/2/2006	BUY	1,500,000	0.4800	
	BANK	11/13/2006	SELL	2,000,000	0.4550	
	BANK	11/28/2006	SELL	1,500,000	0.4200	
	BANK	11/30/2006	SELL	2,000,000	0.4300	

COMMITTEE MEMBER (CONTINUED)		CLAIM INFORMATION				
NAME AND ADDRESS		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
ORE HILL PARTNERS LLC		BANK	1/25/2007	SELL	1,500,000	0.5150
		BANK	2/2/2007	SELL	1,500,000	0.5700
		BANK	1/1/2006	BUY	1,500,000	0.3600
		TOTAL BANK			500,000	
RZB FINANCE LLC		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
1133 Avenue of the Americas		BANK	9/20/2006	BUY	1,000,000	1.000
New York, NY 10036		BANK	9/20/2006	BUY	650,000	1.000
		TOTAL BANK			1,650,000	
SCHULTZ ASSET MANAGEMENT, LLC		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
3000 Westchester Avenue		BANK	11/2/2006	BUY	200,000	0.3633
Purchase, NY 10577		BANK	11/2/2006	BUY	133,000	0.5300
		BANK	11/2/2006	BUY	2,800,000	0.3633
		BANK	11/2/2006	BUY	1,867,000	0.5300
		TOTAL BANK			5,000,000	
WHITE HORSE CAPITAL PARTNERS, L.P.		Debt Type	Trade Date	Activity	Face Amount (\$)	Price (per \$)
200 Crescent Court, Suite 1414		BANK	9/8/2006	BUY	2,000,000	1.0000
Dallas, TX 75201		BANK	11/27/2006	SELL	1,000,000	0.4200
		BANK	9/8/2006	BUY	2,000,000	1.0000
		BANK	11/27/2006	SELL	1,000,000	0.4200
		BANK	9/8/2006	BUY	2,500,000	1.0000
		BANK	11/27/2006	SELL	1,000,000	0.4200
		TOTAL BANK			3,500,000	



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November 20, 2006

To: Members of *Ad Hoc* Committee of Le-Nature's, Inc. Secured Lenders.

Re: In re Le-Nature's, Inc. - Terms of Engagement

Ladies and Gentlemen:

We are pleased that you have engaged Brown Rudnick Berlack Israels LLP ("Brown Rudnick") in your capacity as members of an *ad hoc* committee of secured lenders of Le-Nature's, Inc. (the "*Ad Hoc Committee*"). This letter is intended to set forth the basis on which Brown Rudnick will provide legal services to the *Ad Hoc Committee*, the scope of such services and the terms on which we will perform them.

Scope of Engagement.

We have agreed to represent the *Ad Hoc Committee*, as of November 10, 2006 (the "Effective Date"), in connection with its members' (the "Members") interests as secured bank debt holders of Le-Nature's, Inc. ("Le-Nature's"). It is presently contemplated that this engagement shall include representation of the *Ad Hoc Committee* in the Le-Nature's bankruptcy proceedings and in any litigation commenced by the *Ad Hoc Committee* arising from their holdings of Le-Nature's bank debt. It is understood that, in connection with this engagement, Brown Rudnick will represent the *Ad Hoc Committee* as a whole, and not any of its individual Members, which such individual Members may retain individual counsel, in their discretion.

Primary Responsibility/Staffing.

Edward Weisfelder and I will be the attorneys principally responsible for your representation, but we will be assisted on a day-to-day basis by our partners William Dolan and Andrew Dash. From time to time, Mr. Weisfelder or I may ask other Brown Rudnick attorneys and paralegals to assist us as necessary to meet our agreed upon objectives, or to take advantage of special expertise. If, at any time, you have questions, concerns, or criticism concerning our staffing or performance, please contact Mr. Weisfelder or me at once. We will determine which attorneys or paralegals to assign to various tasks so that each attorney's and paralegal's expertise and experience will be at the level most appropriate for the particular task.

Fees and Expenses.

Fees for our services will be based on the time expended by each attorney and paralegal (including personnel we may temporarily engage) on your matter, multiplied by that lawyer's or paralegal's hourly rate. Each attorney and paralegal is assigned a particular hourly rate determined generally by the experience of such attorney or paralegal and the level of expertise in a particular field of law. Currently, our hourly rates for partners vary from \$505 to \$870, for associates from \$215 to \$540, and for paralegals from \$175 to \$255. Other staff hourly rates

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range from \$100 to \$225. Mr. Weisfelner's current hourly rate is \$870, and my current hourly rate is \$635. These hourly rates are subject to change on a periodic basis, usually in September of each year. Brown Rudnick will send you reasonable notices of adjustments in hourly rates before they occur. Enclosed is a list of some of the more common expenses and the basis on which we will bill you for them.

We will bill you for all reasonable costs and expenses we incur on your behalf during the course of the engagement. We reserve the right to bill you in advance for reasonable costs and expenses to be incurred on your behalf, and we reserve the right to defer performing legal services on your behalf until receipt of these funds. In the event we believe it necessary to retain additional counsel in order to properly execute this engagement, including, without limitation, local Pennsylvania counsel, we will obtain your prior consent to same and, thereafter, will include fees and expenses related to such retention as an expense line item (with detailed backup) on our invoices to you, although it is understood that the responsibility for such invoices shall be borne by the *Ad Hoc Committee* (not Brown Rudnick), and the *Ad Hoc Committee* will be the client (not Brown Rudnick) for all such engagements. Brown Rudnick agrees to take reasonable actions under the Bankruptcy Code and applicable law to have its fees, costs and expenses paid and/or reimbursed, as applicable, by Le-Nature's bankruptcy estate and/or other parties, and to the extent successful will reimburse you for any fees, costs and expenses which you have paid to Brown Rudnick in respect of this engagement, either in full or on a pro rata basis, as applicable.

In order to apportion its hourly fees and expenses among the Members, Brown Rudnick will divide the full amount of each invoice among the Members on a pro rata basis determined by each Member's pro rata percentage of all bank debt which we have been advised are owned by the Members ("Pro Rata Share") as of close of business on November 15, 2006, subject to monthly adjustments, as specifically set forth below. If any Member withdraws from the *Ad Hoc Committee* or fails to pay its share of fees and expenses, the remaining Members' share of Brown Rudnick's fees and expenses shall be recalculated to ensure that the remaining Members are responsible for the full amount of Brown Rudnick's fees and expenses.

By the tenth day of each month hereafter, each Member will advise Brown Rudnick the amount of its bank debt holdings as of the first of the month. Brown Rudnick will use such updated holdings information to recalculate each Member's Pro Rata Share for that month. Brown Rudnick's invoice for that month will be apportioned to each Members in accordance with that month's updated Pro Rata Share.

We ask that the Members deposit with us their Pro Rata Share of an up-front \$100,000 retainer (the "Retainer"). The Retainer will be deposited and serve as security for the payment of any future invoices.

Our bills to you will be rendered not more often than every two weeks and not less often than every thirty (30) days. We will charge the Retainer five (5) days after the date of any invoice.

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Whenever possible, we will provide you with an estimate of our fees and disbursements that you may incur, based on our best judgment. Such estimates, however, are by their nature inexact and are not intended to be binding upon Brown Rudnick.

Conflict of Interest and Waiver.

Nothing contained herein shall prevent any Member from withdrawing from the *Ad Hoc* Committee at any time, or from discontinuing its affiliation with the *Ad Hoc* Committee, subject only to fulfillment of such Member's funding obligation as set forth herein up through the effective date of such withdrawal. In the event of any withdrawals or if new Members join the *Ad Hoc* Committee or existing Members change the amount of their bank debt holdings, Brown Rudnick shall recalculate the percentages applicable to Members based on the above-described formula. New Members will be responsible for monthly Pro Rata Shares retroactive to the commencement of Brown Rudnick's engagement and will be required to make an initial payment in an amount necessary to fund their Pro Rata Share of Brown Rudnick invoices rendered prior to the new Member joining the *Ad Hoc* Committee (the "Catch-Up Payment"); provided, however, that a new Member shall not be required to make a Catch-Up Payment respecting bank debt acquired from a pre-existing Member that is current on its obligations under this Agreement respecting such debt. Brown Rudnick will remit all Catch-Up Payments to the Members in accordance with their monthly Pro Rata Shares.

Similar to this engagement, Brown Rudnick is frequently engaged by various parties in commercial lending; insolvency; debt and capital restructuring; trading bank debt, trade claims and other types of obligations; bankruptcy, or creditors' rights matters and litigations concerning such matters, including representing committees (both *ad hoc* and official) of bondholders, unsecured creditors, equity holders and others (collectively, the "Other Parties"). This letter will confirm our mutual agreement that Brown Rudnick may represent Other Parties, whether or not on a basis adverse to the *Ad Hoc* Committee or any Member (including, without limitation, as any Member may be an agent or a lender in a syndicate of lenders), in pre-existing matters unrelated to this engagement. The *Ad Hoc* Committee and each Member agrees that it will not assert that Brown Rudnick's representation of the *Ad Hoc* Committee as a basis for disqualifying Brown Rudnick from representing Other Parties in pre-existing matters unrelated to this engagement, and agrees that such representation does not constitute a breach of duty. Subject to Brown Rudnick's adherence to its agreement not to disclose any confidential information or use confidential information for another party's benefit without a Member's consent, each Member will not for itself or any other parties assert that Brown Rudnick's possession of such information is a basis for disqualifying Brown Rudnick from representing Other Parties in matters unrelated to this engagement, or constitutes a breach of any duty owed by Brown Rudnick. Whenever the rules of ethical conduct to which Brown Rudnick is bound require a conflict waiver of the *Ad Hoc* Committee, this letter will constitute such a waiver as to matters pre-existing on the Effective Date. No conflict waiver shall be deemed to have been granted as to future matters, although each Member agrees that if such a waiver is later requested, that its consent to same will not be unreasonably withheld.

Brown Rudnick is also frequently engaged by various parties that buy and sell bank debt ("distressed" and "par/near par") as well as debt instruments of various kinds (collectively, "Other Debt-Trading Clients"). This letter confirms our mutual agreement that Brown Rudnick

BR

may represent Other Debt-Trading Clients in such activities, whether or not any Member may be in the chain of title with respect to any particular subject indebtedness ("upstream" or "downstream"). The *Ad Hoc* Committee and each Member agrees: (i) that it will not, on its own behalf or for any fund or other person or entity, assert Brown Rudnick's representation of the *Ad Hoc* Committee as a basis for disqualifying Brown Rudnick from representing Other Debt-Trading Clients, and (ii) that such representation, in and of itself, does not constitute a breach of duty.

Other Issues.

Subject to ethical rules by which we are bound, we reserve the right to withdraw from the engagement described in this letter at any time, but barring unusual circumstances we will discuss such withdrawal with you before doing so and expect to do so only if there are good reasons for such withdrawal, such as non-payment of fees, significant differences between our professional judgment and your judgment, or concerns which may arise under the ethical rules by which we are bound. Notwithstanding the above, it is expressly understood and acknowledged that Brown Rudnick may withdraw from this engagement if its fees and expenses are not paid in accordance with the terms of this letter. In the event Brown Rudnick withdraws from this engagement, we will have no obligation to find replacement counsel, although Brown Rudnick will reasonably cooperate with any replacement counsel.

Brown Rudnick can provide communications in various modes, depending upon your requirements. In addition to the telephone and fax numbers listed on our letterhead, each attorney has an electronic mail address. It may be accessed from mail accounts on the Internet and other electronic networks. These communication services, including fax, are used with your understanding that while our firm will use appropriate measures to protect client confidentiality, these mediums may be subject to security risks. Should you not wish our firm to use any of the above methods, you agree to immediately advise us of such in writing, and our firm will use the communications services you specify. We will prepare a contact list of all Members and Brown Rudnick professionals working on this engagement and distribute such list to you.

At the end of the engagement, our policy is to return to you the originals of all documents and other materials that you might have supplied to us. Our policy is to destroy client files at various times after the completion of matters, normally after two (2) years, unless otherwise notified by you.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

BR

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
ABA: 011301798
CITY: LYNN
STATE: MASSACHUSETTS
ACCOUNT #: 600242556
ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS LLP CLIENT TRUST FUND
ATTORNEY NAME: Edward S. Weisfelner/Lc-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

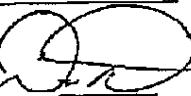
By: 
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: RZB Finance LLC

By: 
Name: JOHN A. VALISKA

Title: First Vice President


DAN DOBRJANSKYJ
VICE PRESIDENT

Dated: 2/9/07

\$1,650,000.00

Bank Debt Holdings (Face Amount in USD)

DEC 05 2006 10:54 AM FR DEUTSCHE BANK 212 797 4440 TO 912129382862 P. 08

SR

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK:	EASTERN BANK
ABA:	011301798
CITY:	LYNN
STATE:	MASSACHUSETTS
ACCOUNT #:	600242556
ACCOUNT NAME:	BROWN RUDNICK BERLACK ISRAELS LLP CLIENT TRUST FUND
ATTORNEY NAME:	Edward S. Weisfelner/Le-Nature's

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Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: _____

By: _____

Name: SCOTT MARTIN
Title: MANAGING DIRECTOR

Dated: 12/14/06

\$ 2 million

Bank Debt Holdings (Face Amount in USD)

RR

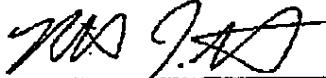
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BANK: EASTERN BANK
ABA: 011301798
CITY: LYNN
STATE: MASSACHUSETTS
ACCOUNT #: 600242556
ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
LLP CLIENT TRUST FUND
ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: LA T100 PARTNERS, L.P.

By: Paul Meek
Name: PAUL MEEK
Title: Le Nature's
Dated: 11/29/07

\$10 million
Bank Debt Holdings (Face Amount in USD)

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
ABA: 011301798
CITY: LYNN
STATE: MASSACHUSETTS
ACCOUNT #: 600242556
ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
LLP CLIENT TRUST FUND
ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,
BROWN RUDNICK BERLACK ISRAELS LLP

By: _____
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Harbinger Capital Partners Master Fund I, Ltd.

By: Harbinger Capital Partners Offshore Manager, L.L.C., as investment manager

By: Philip A. Falcone
Name: Philip A. Falcone
Title: Senior Managing Director

Dated: November 21, 2006

\$ 93,000,000.00

Bank Debt Holdings (Face Amount in USD)

BR

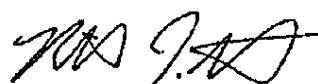
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BANK: EASTERN BANK
ABA: 011301798
CITY: LYNN
STATE: MASSACHUSETTS
ACCOUNT #: 600242556
ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
LLP CLIENT TRUST FUND
ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

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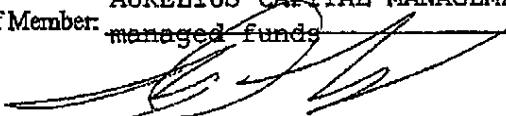
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: AURELIUS CAPITAL MANAGEMENT, LP, for itself and its
managed funds

By: 

Name: Mark D. Brodsky, Chairman

Title:

Dated: November 30, 2006

\$16.5MM

Bank Debt Holdings (Face Amount in USD)

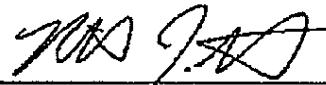
BR

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
ABA: 011301798
CITY: LYNN
STATE: MASSACHUSETTS
ACCOUNT #: 600242556
ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
LLP CLIENT TRUST FUND
ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,
BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Schultz Asset Management, LLC
(on behalf of
various client
accounts.)
By: George Schultz
Name: George Schultz
Title: Managing Member
Dated: 11/27/06

\$5.0 million
Bank Debt Holdings (Face Amount in USD)

Nov. 21. 2006 4:47PM

No. 4332 P. 2

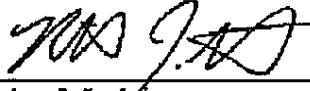
If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Whitehouse Capital Partners, L.P.

By: 
 Name:
 Title:

Dated: 11/21/06

\$65mm
 Bank Debt Holdings (Face Amount in USD)

11/28/2006 13:41 2015675050

BOND STREET CAPITAL

PAGE 02/02

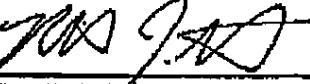
SR

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BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfeiler/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,
 BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Bond Street Capital, LLC/
VBS W.I.W. Fund, LLC

By: N. DeLeonardis
 Name: Nicholas DeLeonardis
 Title: Authorized Signatory

Dated: 11/21/06

\$7,500,000
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 06:22pm From-BLACKROCK HIGH YIELD

+2127548758

T-984 P.01/10 F-026

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weinfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert I. Stark

CONSENTED AND AGREED TO:

Name of Member: Serica for both Pt. 2

By: Philip J. Brendel
 Name: Philip J. Brendel
 Title: Authorized Signatory
 Dated: 12/4/06

\$300,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 09:22pm From-BLACKROCK HIGH YIELD

+2127548755

T-984 P-02/10 F-028

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

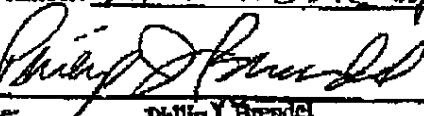
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Missouri State Employees' Retirement System

By: 
 Phillip J. Brendel

Name: Phillip J. Brendel
 Title: Authorized Signatory

Dated: 12/4/06

* 975,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 06:22pm From-BLACKROCK HIGH YIELD

+2127548758

T-964 P.09/10 F-026

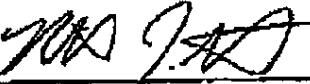
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BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

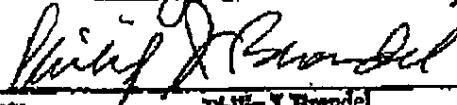
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Magnitude VCL, limited

By: 
 Phillip J. Bredel

Name: Phillip J. Bredel
 Title: Authorized Signatory

Dated: 12/4/06

\$1,150,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 06:23pm From-BLACKROCK HIGH YIELD

+2127548756

T-964 P.04/10 F-026

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

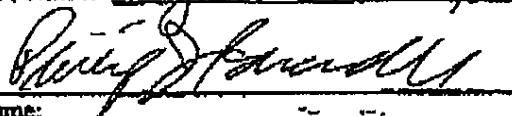
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Reptile IV (L) Limited

By: 
 Name: Phillip J. Breadel
 Title: Authorized Signatory
 Dated: 12/14/06

\$1,100,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 09:23pm From-BLACKROCK HIGH YIELD

42127549756

T-984 P.05/10 F-026

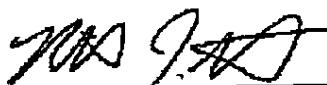
If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Grant Finance Limited

By: Philip J. Breadel

Name: Philip J. Breadel
 Title: Authorized Signatory

Dated: 12/4/06

5,100,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 06:23pm From-BLACKROCK HIGH YIELD

+2127548766

T-964 P.06/10 F-026

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: BlackRock High Income Series III

By: Philip J. Bresdel

Name: Philip J. Bresdel
 Title: Authorized Signatory

Dated: 12/4/06

1,175,000.00

Bank Debt Holdings (Face Amount in USD)

Dec-04-06 05:23pm From-BLACKROCK HIGH YIELD

+2127548756

T-264 P.07/10 F-026

If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK:	EASTERN BANK
ABA:	011301798
CITY:	LYNN
STATE:	MASSACHUSETTS
ACCOUNT #:	600242356
ACCOUNT NAME:	BROWN RUDNICK BERLACK ISRAELS LLP CLIENT TRUST FUND
ATTORNEY NAME:	Edward S. Weisfelaer/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

Very truly yours,

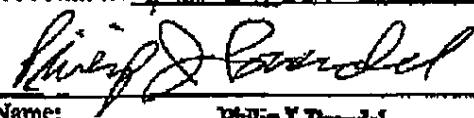
BROWN RUDNICK BERLACK ISRAELS LLP

By: 

Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Black Rock High Yield Series II

By: 

Philip J. Brendel

Name: Philip J. Brendel
Title: Authorized Signatory

Dated: 12/14/06

51,100.00
Bank Debt Holdings (Face Amount in USD)

Dec-04-06 06:24pm From-BLACKROCK HIGH YIELD

+2127548756

T-964 P.08/10 F-026



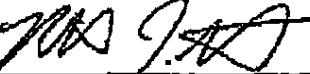
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BANK: EASTERN BANK
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 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nam's

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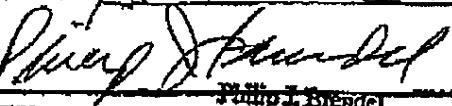
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Black Rock Senior Investors

By: 
 Philip J. Bresler
 Name: Philip J. Bresler
 Title: Authorized Signatory

Dated: 12/4/06

1,200,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-06 08:24pm From-BLACKROCK HIGH YIELD

+2127548756

T-964 P.09/10 F-026

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 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelner/Le-Nature's

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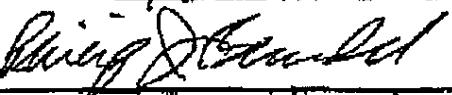
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: BlackRock Limited Duration Trust

By: 
 Philip J. Brendel
 Name: Philip J. Brendel
 Title: Authorized Signatory

Dated: 12/4/06

\$1,000,000.00
 Bank Debt Holdings (Face Amount in USD)

Dec-04-08 09:24pm From-BLACKROCK HIGH YIELD

+2127548756

T-984 P.10/10 F-026

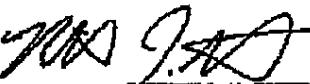
If the foregoing correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. This agreement shall become effective upon our receipt of signed counterparts hereof from each of the Members. Our wire instructions are as follows:

BANK: EASTERN BANK
 ABA: 011301798
 CITY: LYNN
 STATE: MASSACHUSETTS
 ACCOUNT #: 600242556
 ACCOUNT NAME: BROWN RUDNICK BERLACK ISRAELS
 LLP CLIENT TRUST FUND
 ATTORNEY NAME: Edward S. Weisfelder/Le-Nature's

If you have any questions regarding this engagement letter or any aspects of our representation, please do not hesitate to call me. We look forward to representing you and are pleased that you have chosen us to do so.

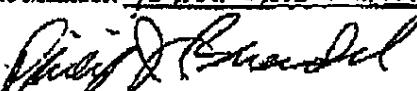
Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
 Robert J. Stark

CONSENTED AND AGREED TO:

Name of Member: Black Rock Global Floating Rate Income Trust

By: 

Name:	<u>Philip J. Brandel</u>
Title:	<u>Authorized Signatory</u>

Dated: 12/4/06

51,000.00
 Bank Debt Holdings (Face Amount in USD)

BR

BROWN RUDNICK BERLACK ISRAELS LLP <i>Schedule of Disbursement Charges</i>	
TYPE	RATE
Photocopying or Laser Printing Oversized/Color Copies or Color Laser Printing	25¢ per page \$1.25 per page
Telecopy	\$2.00 per page
Binding	\$3.00 1 1/2 per tab 20¢ per pocket
Federal Express	\$30.00 minimum
Secretarial Overtime	\$60.00 per hour for time and one half \$80.00 per hour for double time
Paralegal Overtime	\$30.00 per hour for time and one half \$40.00 per hour for double time
Document Production Services	\$50.00 per hour
Imaging Costs	<u>Electronic Binder:</u> Document Imaging 29¢ per page Document Indexing \$1.75 per bookmark Oversized Documents \$1.80 per document Master CD \$60.00 Additional Copies \$30.00 each <u>Summation:</u> Single TIF Imaging 1 1/2 each Single TIF OCR 3¢ each TIF to PDF conversion 5¢ each
Mileage Allowances	44.5¢ per mile
Outgoing Long Distance Telephone	3¢ per minute
Lexis/Westlaw or other document retrieval	Usage Charge as assessed by Service Provider
Messenger Services	\$20 minimum
Postage	Actual Cost
Taxi Services	Actual Cost
Supplies	Actual Cost
Food Services	Actual Cost
Travel Expenses	Actual Cost
Corporate Watch and Profile Services	<u>News Watch email alerts:</u> Weekly @ \$50 per week; Daily @ \$45 per day <u>New Corporate Profile Web Page:</u> \$300 one time setup <u>Corporate Profile Page Maintenance:</u> \$115 per monthly update

¹ The Firm may benefit from a different, bulk pricing formula.

MANTON McDONOUGH & LUCAS, P.C.
ATTORNEYS AT LAW

608 GRANT STREET
SUITE 1604
PITTSBURGH, PENNSYLVANIA 15219-2702

412) 232-0260
FAX (412) 232-0260

November 22, 2006

Robert J. Stark, Esquire
BROWN RUDNICK BERLACK ISRAELS LLP
Seven Times Square
New York, NY 10038

Re: Le-Nature's, Inc.; Engagement Letter - Manton McDonough & Lucas, P.C.

Dear Mr. Stark:

In accordance with our standard practice for retention by new clients, this letter will confirm the terms on which we have agreed to undertake representation as co-counsel to the ad hoc committee of secured lenders of Le-Nature's, Inc., the members of which are listed on Exhibit A as of the date of this letter (the "Ad Hoc Committee"):

1. We have been engaged to represent the *Ad Hoc Committee* as co-counsel with Brown Rudnick Berlack Israels LLP ("Brown Rudnick") in the bankruptcy case of Le-Nature's, Inc. pending in the United States Bankruptcy Court for the Western District of Pennsylvania and related matters. We are being retained as Pennsylvania counsel as contemplated in the Terms of Engagement of Brown Rudnick dated November 20, 2006, and the retention of our Firm has been approved by the members of the *Ad Hoc Committee*. It is presently contemplated that this engagement shall include representation of the *Ad Hoc Committee* in the Le-Nature's bankruptcy proceedings and in any litigation commenced by the *Ad Hoc Committee* arising from their holdings of Le-Nature's bank debt. The *Ad Hoc Committee* will be our client and is responsible for payment of our fees and expenses. We understand that this engagement does not establish an attorney-client relationship between us and Brown Rudnick and that Brown Rudnick is not responsible for payment of our invoices. It is understood that, in connection with this engagement, we will represent the *Ad Hoc Committee* as a whole, and not any of its individual Members, which such individual Members may retain individual counsel, in their discretion.

2. Our charges for legal services provided to the *Ad Hoc Committee* will be based upon an hourly rate. The services required will be provided by me and other attorneys of our Firm who practice in the bankruptcy area, assisted, if and when appropriate, by other members of our Firm. My current hourly rate is \$350 an hour and the hourly rate of other members of our Firm range between \$225 and \$425 an hour. The hourly rate for our paralegals is \$98 an hour. Rates are subject to adjustment from time to time (usually annually).

MANION McDONOUGH & LUCAS, P.C.

November 22, 2006

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3. Our standard policy for clients on matters such as this requires an advance payment of a \$50,000 retainer. Invoices for services rendered by us will be forwarded monthly to Brown Rudnick for inclusion on the bills and statements sent to the Ad Hoc Committee by Brown Rudnick and are payable by the Ad Hoc Committee in full within 30 days of receipt in accordance with each members' pro rata share as determined in accordance with the Brown Rudnick Terms of Engagement dated November 20, 2006. (Obviously, the Ad Hoc Committee is not in any manner precluded from asking questions or seeking adjustments on an invoice if appropriate). At the conclusion of our engagement, the \$50,000 retainer will be subtracted from a final bill with a corresponding invoice or a refund (depending upon the amount of the final bill).

4. In addition to charges for legal services, we will charge for expenses relating to photocopying, litigation filing fees (if any), travel expenses, delivery charges and telephone and fax charges. It is our policy to charge for individual items such as postage, telephone calls, etc. only to the extent that they exceed \$2 per item.

5. The provisions of the Brown Rudnick Terms of Engagement relating to "Conflict of Interest and Waiver" and "Other Issues" are applicable to the engagement of our Firm as well, except to the extent they relate to functions not being performed by our Firm (e.g., collection and remittance of Catch-Up Payments).

Assuming the above meets with your approval, please have this retention letter signed by Brown Rudnick in its representative capacity under the Brown Rudnick Terms of Engagement and return it to me. Our wire instructions for the payment of the retainer are:

Manion McDonough & Lucas, P.C.
ABA # 043000096
PNC Bank
US Steel Tower, Pittsburgh, PA 15219
Account # 2712677
Attn: Diane (412) 232-0200

This agreement shall become effective upon our receipt of a signed copy of the letter and our receipt of the retainer.

Very truly yours,

MANION McDONOUGH & LUCAS, P.C.

By

James G. McLean

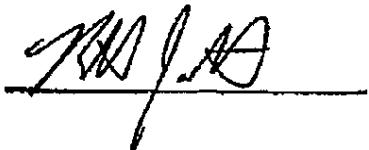
JGM:kp

MANION McDONOUGH & LUCAS, PC.

November 22, 2006

Page 3

APPROVED:



cc: Members of Ad Hoc Committee of Le-Nature's, Inc. Secured Lenders

Exhibit A
Members of the Ad Hoc Committee of Le Nature's, Inc. Secured Lenders

Aurelius Capital Management, LP 53 Forest Avenue, Suite 202 Old Greenwich, CT 06870	Luc Dowling Email: ldowling@aurelius-capital.com Mark Brodsky Email: mbrodsky@aurelius-capital.com
Blackrock Advisors 40 East 52 nd Street, 4 th Floor New York, NY 10022	Mark Williams Email: mark.williams@blackrock.com Phil Brendel Email: philip.brendel@blackrock.com
Bond Street Capital, LLC 700 Palisade Avenue Englewood Cliffs, NJ 07632	Nick DeLeonardis Email: nd@bondstreetcap.com
The Carlyle Group 520 Madison Avenue, 41 st Floor New York, NY 10022	Vivek Bommi Email: vivek.bommi@carlyle.com Jeffrey Ferguson Email: jeffrey.ferguson@carlyle.com
Deutsche Bank Securities, Inc. 60 Wall Street New York, NY 10005	Mayur Lakhani Email: mayur.lakhani@db.com Matt Doheny Email: matt.doheny@db.com C.J. Lanktree Email: charles.j.lanktree@db.com
Goldentree Asset Management LLC 300 Park Avenue, 25 th New York, NY 10022	Noah Chamay Email: nchamay@goldentree.com
Harbinger Capital Partners 555 Madison Avenue, 16 th Floor New York, NY 10022	Scott Tillman Email: stillman@harbingercap.net Jeff Kirshner Email: jkirshner@harbingercap.net Philip Falcone Email: pfalcone@harbingercap.net

<p>Latigo Partners, L.P. 590 Madison Avenue, 9th Floor New York, NY 10022</p>	<p>Stephen Blauner Email: stephen.blauner@latigopartners.com</p> <p>Paul Malek Email: paul.malek@latigopartners.com</p>
<p>One East Capital Advisors, L.P. 1 East 57th Street, 10th Floor New York, NY 10022</p>	<p>Sina Tousi Email: sina@oneeastcap.com</p>
<p>Ore Hill Partners LLC 650 Fifth Avenue, 8th Floor New York, NY 10019</p>	<p>Claude A. Baum, Esq. Email: cbaum@orehill.com</p> <p>Alok Makhija Email: amakhija@orehill.com</p> <p>Mathew Van Alstyne Email: mvalstyne@orehill.com</p>
<p>QVT Financial L.P. 527 Madison Avenue, 8th Floor New York, NY 10022</p>	<p>Kevin McGahey Email: Kevin.mcgahey@qvt.com</p>
<p>Robeco Investment Management 909 3rd Avenue New York, NY 10002</p>	<p>Kevin Ghomashchi Email: Kevin.ghomashchi@robeco.invest.com</p>
<p>Schultz Asset Mgmt, LLC 3000 Westchester Avenue Purchase, NY 10577</p>	<p>George J. Schultz Email: schultz@samco.net</p> <p>Mark P. Kronfeld Email: mark@samco.net</p>
<p>Scoggin Capital Management LP 680 Madison Avenue #20 New York, NY 10022</p>	<p>Dev Chodry Email: dchodry@scogcap.com</p> <p>Michael Spector Email: mspector@scogcap.com</p>
<p>Taconic Capital Partners 450 Park Avenue, 9th Floor New York, NY 10022</p>	<p>Joshua Miller Email: jmiller@taconiccap.com</p> <p>Margaret Jones Email: mjones@taconiccap.com</p>

<p>White Horse Capital Partners, L.P. 200 Crescent Court, Suite 1414 Dallas, Texas 75201</p>	<p>Amy Kennedy Graham Email: amy@whitehorsecap.com</p>
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